



DONALD L. WOLFE, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

June 19, 2007

IN REPLY PLEASE

REFER TO FILE: PD-8

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**MENTRYVILLE ACCESS ROAD IMPROVEMENTS
COUNTY OF LOS ANGELES–MOUNTAINS RECREATION AND CONSERVATION
AUTHORITY AGREEMENT
SUPERVISORIAL DISTRICT 5
4 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the resurfacing of the deteriorated pavement at the end of Pico Canyon Road, west of the Golden State Freeway (I-5), in the unincorporated Mentryville area, is exempt from the California Environmental Quality Act (CEQA).
2. Authorize the Director of Public Works, or his designee, to negotiate and execute a cooperative Agreement between the County of Los Angeles and Mountains Recreation and Conservation Authority (Authority), substantially similar to the enclosed Agreement, for the resurfacing of the deteriorated pavement at the end of Pico Canyon Road west of I-5. The Agreement provides for the County to contribute a fixed amount of \$80,000 toward the project cost.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Authority proposes to resurface the deteriorated pavement at the end of Pico Canyon Road, west of I-5 in the unincorporated Mentryville area of the Santa Clarita Valley. The Authority has asked for financial assistance from the County for this effort. Your Board's approval of the enclosed Agreement is necessary for the delegation of responsibilities and the cooperative financing of the project. This proposal is authorized and provided for by the provisions of Section 6500, et seq. of the Government Code.

Implementation of Strategic Plan Goals

This action meets the County Strategic Plan Goal of Service Excellence. By improving the subject roadway, access to the historic area known as Mentryville will be improved.

FISCAL IMPACT/FINANCING

The total cost of this action is \$80,000. Funding is included in the Fiscal Year 2006-07 Public Ways/Public Facilities Fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The resurfacing of the pavement on this portion of Pico Canyon Road is of public interest, as it will improve access to the historic Mentryville area. The enclosed Agreement provides for the Authority to perform all work necessary to make the improvements, with the County to contribute a fixed amount of \$80,000. The Agreement further provides that if the proposed improvements are not completed within two years from the date of execution of this Agreement, the Authority will return any funds deposited with the Authority by the County and the County will have no further obligation.

The Agreement will be approved as to form by County Counsel prior to submittal to the Director of Public Works, or his designee, for signature.

ENVIRONMENTAL DOCUMENTATION

The proposed project is categorically exempt from the provisions of CEQA. The project is within a class of projects which have been determined not to have a significant effect on the environment in that it meets the criteria set forth in Section 15301 of the State CEQA Guidelines and Class 1(x) of the County Environmental Document Reporting Procedures and Guidelines, Appendix G.

The Honorable Board of Supervisors
June 19, 2007
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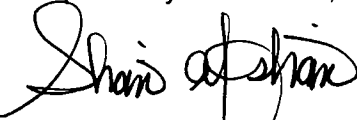
IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed improvements are needed and of general County interest.

CONCLUSION

Upon approval, please return three adopted copies of this letter to Public Works.

Respectfully submitted,


FOR: DONALD L. WOLFE
Director of Public Works

HG:abc

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Enc.

cc: Chief Administrative Office
County Counsel

A G R E E M E N T

THIS AGREEMENT, made and entered into by and between the Mountains Recreation and Conservation Authority (hereinafter referred to as AUTHORITY), and the County of Los Angeles, a political subdivision of the State of California (hereinafter referred to as COUNTY):

W I T N E S S E T H

WHEREAS, Pico Canyon Road is on COUNTY'S Highway Plan; and

WHEREAS, AUTHORITY proposes to resurface the deteriorated pavement at the end of Pico Canyon Road, west of the Golden State Freeway, in the unincorporated Mentryville area of the Santa Clarita Valley (hereinafter referred to as PROJECT), and

WHEREAS, PROJECT will improve the public's access to the historic Mentryville area; and

WHEREAS, AUTHORITY is willing to be the lead agency for PROJECT; and

WHEREAS, AUTHORITY has asked for financial assistance from COUNTY for PROJECT; and

WHEREAS, COUNTY is willing to contribute a fixed amount of Eighty Thousand and 00/100 Dollars (\$80,000.00) towards COST OF PROJECT; and

WHEREAS, such a proposal is authorized and provided for by the provisions of Section 6500 et seq. of the Government Code.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by AUTHORITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

(1) DEFINITIONS:

- a. The COST OF PROJECT, as referred to in this AGREEMENT, shall include the costs of preliminary engineering, construction contract, contract administration, construction inspection and engineering, materials testing, construction survey, utility relocation, traffic detour, final signing and striping, and all other work necessary to construct PROJECT in accordance with the approved plans and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.

- b. The cost of "preliminary engineering", as referred to in this AGREEMENT, shall include the costs of environmental documentation; design survey; traffic index and geometric investigation; soil testing; right-of-way acquisition and certification; preparation of plans, specifications, and cost estimates; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any and all of the aforementioned items.
- c. The cost of "construction contract", as referred to in this AGREEMENT, shall include the total of payments to the construction contractor(s) for PROJECT and the total of all payments to utility companies or contractor(s) for the relocation of facilities necessary for the construction of PROJECT.

(2) COUNTY AGREES:

- a. To contribute a fixed amount of Eighty Thousand and 00/100 Dollars (\$80,000.00) towards COST OF PROJECT, and to deposit this amount with AUTHORITY following the opening of construction bids for PROJECT and upon demand by AUTHORITY.
- b. Upon approval of construction plans for PROJECT, to issue AUTHORITY a no-fee permit(s) authorizing AUTHORITY to construct those portions of PROJECT within COUNTY highway right of way.
- c. To cooperate with AUTHORITY in conducting negotiations with and, where appropriate, issue notices to public utility organizations and owners of substructure and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities and facilities, structures, and transportation services, which interfere with the proposed construction of PROJECT. Where utilities have been installed in COUNTY streets or on COUNTY property, COUNTY will provide the necessary right of way for the relocation of those utilities and facilities that interfere with the construction of PROJECT. COUNTY will take all necessary steps to grant, transfer, or assign all prior rights over to utility companies and owners of substructure and overhead facilities when necessary to construct, complete, and maintain PROJECT or to appoint COUNTY as its attorney-in-fact to exercise such prior rights.
- d. To grant AUTHORITY permission to occupy and use the public streets in COUNTY to construct PROJECT.

(3) AUTHORITY AGREES:

- a. To perform, or cause to be performed, the preliminary engineering, construction inspection and engineering, materials testing, construction survey, contract administration, and all other work necessary to complete PROJECT within two years of the date of execution of this AGREEMENT.
- b. To finance COST OF PROJECT in excess of COUNTY'S maximum contribution of Eighty Thousand and 00/100 Dollars (\$80,000.00).
- c. To furnish COUNTY, within one hundred twenty (120) calendar days after final payment to contractor for PROJECT, a final accounting of the actual total COST OF PROJECT, including an itemization of actual contract prices; an itemized accounting of all actual labor, equipment, material, consultant services, indirect, and miscellaneous costs; and other administrative and overhead costs required for AUTHORITY'S services to complete PROJECT.
- d. To indemnify, defend, and save harmless COUNTY, and its board, agents, officers, and employees, from and against any and all claims, actions, causes of action, damages, liability and expense, including defense costs, legal fees, arising out of or in connection with the construction, operation, maintenance, repair, functionality, and use of PROJECT, including but not limited to, third party claims for nuisance, negligence, dangerous condition, trespass, and inverse condemnation, and/or for damages of any nature whatsoever, including, but not limited to bodily injury, death, personal injury, or property damage.

(4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. That if PROJECT has not been completed within two years from the date of execution of AGREEMENT, AUTHORITY shall return any funds deposited with AUTHORITY by COUNTY and COUNTY shall have no further obligation under this AGREEMENT.
- b. That if COST OF PROJECT, based upon a final accounting, is less than COUNTY'S deposit as set forth in paragraph (2) a., above, AUTHORITY shall refund the difference to COUNTY.
- c. COUNTY shall review the final accounting invoice for COST OF PROJECT prepared by AUTHORITY and report in writing any discrepancies to AUTHORITY within sixty (60) calendar days after date of said invoice. Undisputed charges shall be deducted from COUNTY'S deposit. AUTHORITY shall review all disputed charges and submit a written justification to COUNTY detailing the basis for those charges within sixty (60) calendar days of receipt of COUNTY'S written report. COUNTY must submit justification to AUTHORITY for nonpayment within sixty (60)

calendar days after the date of AUTHORITY'S written justification. If not, previously disputed charges shall then be deducted from COUNTY'S deposit, and any remaining deposit shall be refunded to COUNTY within sixty (60) calendar days.

- d. This AGREEMENT may be amended or modified only by mutual written consent of COUNTY and AUTHORITY. Amendments and modifications of a nonmaterial nature may be made by the mutual written consent of COUNTY'S Director of Public Works and AUTHORITY'S Chair or their delegates.
- e. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

AUTHORITY:

Mr. Michael Berger, Chair
Mountains Recreation and Conservation Authority
570 West Avenue 26, Suite 100
Los Angeles, CA 90065

COUNTY:

Mr. Donald L. Wolfe
Director of Public Works
County of Los Angeles Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the MOUNTAINS RECREATION AND CONSERVATION AUTHORITY on _____, 2007, and by the COUNTY OF LOS ANGELES on _____, 2007.

COUNTY OF LOS ANGELES

ATTEST:

By _____
Chairman, Board of Supervisors

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

MOUNTAINS RECREATION AND CONSERVATION AUTHORITY

By _____

By _____